

AUG-30-2007 12:26 PM

P.03

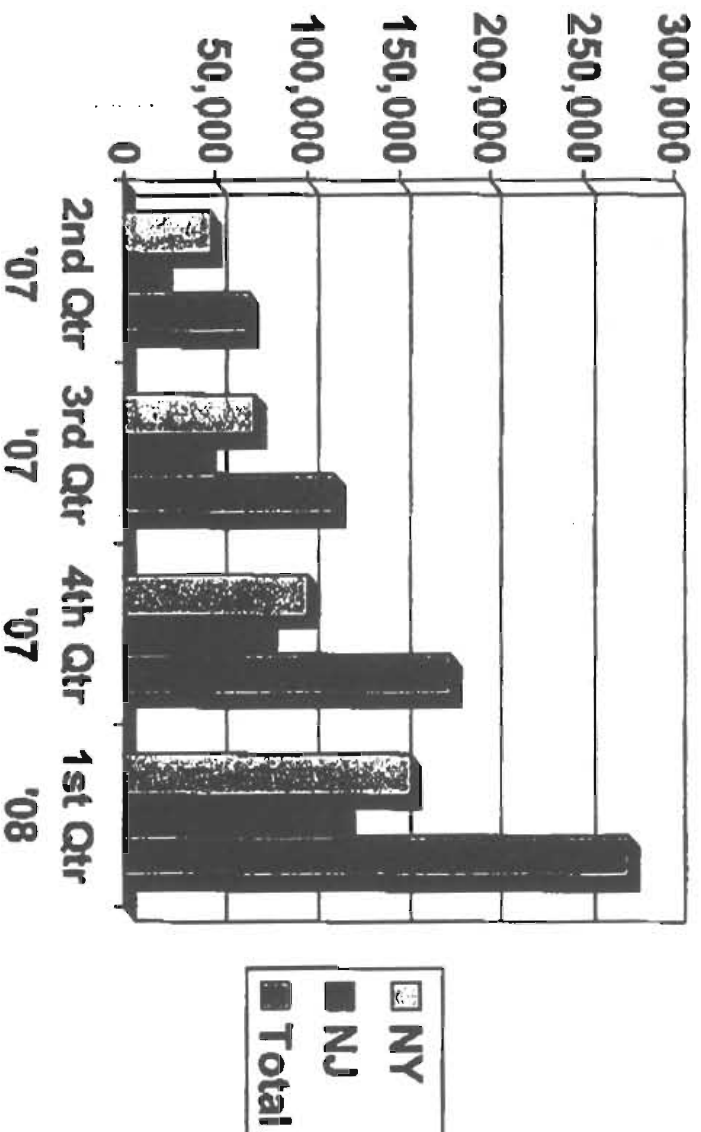
Verizon Fios

	Dallas	Tampa	LA	DCBAL	NY	BOS	PHI	RCH	WOR	FTW		
As of Jan 11	73,000	56,644	19,203	50,941	24,469	17,640	4,406				246,397	
As of Feb 11	79,331	62,530	22,388	61,287	39,096	21,099	12,090		1,176		300,720	plus 25% YTD
As of 3/1/07	84,326	69,245	26,752	71,846	50,310	24,823	14,969				349,270	plus 45% YTD
As of 4/1/07	87,232	75,933	31,057	78,223	72,036	28,478	30,644	3,526	2,819		413,646	plus 60% YTD
As of 5/1/07	90,570	84,074	36,356	91,706	86,909	33,423	38,823	5,591	3,433		461,358	plus 80% YTD
As of 6/1/07	94,515	90,872	42,466	102,741	100,222	40,164	44,848	7,049	4,164	20,012	500,213	plus 127% YTD
1Q07 PJ	81,106	69,652	19,822	57,670	36,504	19,887	5,288	2,171	3,099	-	250,110	
2Q07 PJ	88,188	82,643	32,882	62,838	67,400	28,486	11,748	4,816	4,208	1,883	424,783	
3Q07 PJ	114,262	116,148	47,815	111,251	114,484	39,072	19,969	7,267	6,365	5,025	594,285	
4Q07 PJ	128,712	140,145	64,003	141,236	177,703	48,745	28,014	11,574	8,658	9,344	770,118	
Notes: DC and Baltimore had lease combined until now.												
End of 2Q projection exceeded by 31%												
Current DC-BAL												
74,091												
20,000												
102,741												

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Verizon Fios

- Projected Household Growth- NY DMA



Source- Verizon Feb. 07

EXHIBIT

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TERMS AND CONDITIONS

This Agreement is among and binds Viamedia, Inc. ("VIAMEDIA"), the advertiser named on the face of this Agreement ("Advertiser"), and the advertising agency or time-buying service placing the commercial announcements covered by this Agreement on behalf of the Advertiser ("Agency"). If no advertising agency or time-buying service is named on the face of this Agreement all references in this Agreement to "Agency" shall be deemed to refer to Advertiser (Advertiser and Agency are collectively referred to herein collectively as "Buyer"). VIAMEDIA and Buyer agree to the following additional terms and conditions as a part of this Agreement:

1. **PAIDMENT AND BILLING:** Amounts owed to VIAMEDIA under this Agreement are to be paid within thirty (30) days after the date of the invoice therefore issued by VIAMEDIA. Timely payment is material and of the essence. Upon failure to receive timely payment, VIAMEDIA may elect to discontinue or suspend its further performance under this Agreement until all payment delinquencies are cured. VIAMEDIA will invoice Advertiser (or in the event an advertising agency or time-buying service is a party to this Agreement, VIAMEDIA shall bill Agency) at the end of each standard broadcast month, unless otherwise provided on the face of this Agreement. Viamedia's invoices shall be in accordance with the log, shall so state, and shall be deemed to be correct unless proved otherwise. If an advertising agency or time-buying service is a party to the Agreement, Agency and Advertiser shall be jointly and severally liable for all amounts which are owed under this Agreement to VIAMEDIA. Payment by Advertiser to Agency shall not constitute payment to VIAMEDIA. It is understood that Agency functions as paying agent for Advertiser (or for an advertising agent of Advertiser) and in no sense as an agent or representative of VIAMEDIA and that Advertiser shall continue to be obligated for all payments due VIAMEDIA under this Agreement until the actual receipt thereof by VIAMEDIA. If an advertising agency or time-buying service is a party to this Agreement, cablecast charges as computed and stated in this Agreement shall be subject to an agency commission as authorized by Advertiser not to exceed the Agency commission percentage stated on the face of this Agreement, which commission shall be allowed to Agency. Agency shall refund to VIAMEDIA any unearned commission paid to it by VIAMEDIA. Buyer shall pay all reasonable attorneys' fees and collections costs which VIAMEDIA incurs to collect any amounts owed to it by Buyer which are more than thirty (30) days past due. Buyer also agrees to pay a monthly late payment charge in the amount of one and one-half percent (1-1/2%) per month on all amounts which are not paid to VIAMEDIA when due. VIAMEDIA shall not be liable for any amount owed by Advertiser to Agency or any other agency or service acting on behalf of Advertiser and Advertiser agrees to defend, indemnify and hold harmless VIAMEDIA for any such claims made against VIAMEDIA by Agency or any other such agency or service.
2. **VIAMEDIA UNDERTAKINGS:** VIAMEDIA will cablecast Advertiser's commercial announcements on the days or dates, approximate times and networks and for the spot lengths specified on the face of this Agreement. VIAMEDIA shall not be required to cablecast any commercial announcements for the benefit of any person or entity other than Advertiser. Failure of VIAMEDIA to cablecast all or any part of a commercial announcement at the time or on the network specified because of a defect or breakdown of lines or equipment, electrical or mechanical failure, a labor dispute, governmental action, scheduling or technical error, appropriation of the time for broadcasting an announcement, event or program that in the sole discretion of VIAMEDIA is deemed to be of public importance (including without limitation sponsored political announcements or programs) or any other cause beyond the reasonable control of VIAMEDIA (collectively, "Excused Cablecasts") shall not constitute a breach of this Agreement by VIAMEDIA or entitle Buyer to terminate this Agreement, and Viamedia's liability and responsibility for any Excused Cablecasts will not affect any rates of discounts or rebate allowances otherwise applicable under this Agreement. In lieu of granting Buyer a spot charge reduction, VIAMEDIA may elect to cablecast the commercial announcement for which there is an Excused Cablecast on a different day on a "make up" basis. If an Excused Cablecast is due to failure or either the aural or visual signal, but not both, the amount of the adjustment shall be subject to negotiation. VIAMEDIA reserves the right to change the day or time, or both, of the scheduled cablecast of Advertiser's commercial announcements. If the day or time to which VIAMEDIA proposes to make any change under this Agreement is not agreeable to Buyer and another time is not agreed upon, the applicable spots will be canceled automatically without VIAMEDIA or Buyer having any further liability or obligation under this Agreement with respect to those spots. Commercial announcements scheduled in programs following events, (such as feature films, sports or special programming of any kind) which run beyond their normally scheduled time, or commercial announcements scheduled in programs which are interrupted for any reason, will be scheduled automatically within the delayed program without prior notice to Buyer, and will be invoiced at the same rate as if the event had concluded at its normal or scheduled time, or there was no interruption. VIAMEDIA will have no liability with respect to the handling or forwarding of audience mail addressed to VIAMEDIA intended for use by or benefit of Buyer. Except as provided herein, VIAMEDIA shall not be liable to Buyer for any incidental, direct, indirect, special or consequential damages of any kind including, but not limited to, loss of business or profit, arising in any manner from or relating in any way to this Agreement.
3. **COMMERCIAL MATERIAL:** All commercial announcements will be furnished by and at the expense of Buyer and must conform to the programming and operating policies of VIAMEDIA, as in effect from time to time. No commercial announcement shall be substituted for any specified in this Agreement unless the style, format and nature of such substituted commercial announcement is acceptable to VIAMEDIA. VIAMEDIA has the continuing right to require Buyer to edit and modify its commercial announcements to the extent necessary to conform to the public interest and to the programming and operating policies of VIAMEDIA. VIAMEDIA reserves the right to choose to not cablecast any commercial announcement that does not in Viamedia's sole judgment conform to the public interest or to its programming and operating policies or that in the reasonable opinion of VIAMEDIA may violate the rights of others. VIAMEDIA further reserves the right to refuse to cablecast any commercial announcement where the technical quality of the tape of such commercial announcement as furnished by Buyer does not comply with Viamedia's technical standards. Unless at the time a commercial announcement is delivered to VIAMEDIA Buyer requests such material to be returned to the Buyer at the Buyer's cost, VIAMEDIA may destroy or discard such material following the term of this Agreement. Neither Buyer nor VIAMEDIA will authorize anyone to cablecast, broadcast or to otherwise utilize for any commercial purposes (other than for cablecast under this Agreement) the actual cablecast made by VIAMEDIA of the commercial announcements supplied by Buyer hereunder, whether such other use of the actual cablecast is by means of recording, video tape, film or otherwise. Nothing herein contained shall prevent Buyer from making subsequent uses of its announcements (as distinguished from the cablecast by VIAMEDIA of such announcements) supplied by Buyer under this Agreement.
4. **WARRANTIES:** Buyer warrants to VIAMEDIA that Buyer has all necessary rights for the use, performance and cablecast of all of the content of its commercial announcements, including all music therein. Buyer agrees to indemnify and hold harmless VIAMEDIA, its parent and affiliated companies, and their respective directors, officers, agents and employees against and from any claims, liability, loss and damage, including reasonable attorneys' fees, caused by or arising out of the cablecasting of Advertiser's commercial announcements (including without limitation claims for libel, slander, illegal trade practice, trademark or copyright infringement, and violation of privacy rights) or the breach by Buyer of this Agreement, and to defend at Buyer's expense any litigation instituted against VIAMEDIA resulting therefrom. The indemnity rights and defense obligations under this Agreement shall survive the termination or expiration of this Agreement and of Agency's status as advertising agency for Advertiser. If an advertising agency is a party to this Agreement, Agency represents and warrants that it has the authority from Advertiser, as Advertiser's agent for all purposes contemplated by this Agreement, including but not limited to arranging, contracting and paying for the cablecasting purchased herein, and if Agency is a time-buying service, Agency represents and warrants that it has the authority from the designated advertising agency to enter into this Agreement on behalf of such advertising agency and Advertiser.
5. **TERMINATION:** This Agreement is not subject to termination by Buyer prior to the completion of the term of this Agreement. VIAMEDIA reserves the right to terminate this Agreement at any time upon default by Buyer in payment of any amounts owed to VIAMEDIA under this Agreement or upon any other material breach of the terms or conditions of this Agreement by Buyer. Commercial announcements or programs may be canceled by Viamedia upon 14 days prior notice. Upon any such termination, all charges for cable casting completed prior to the date of termination shall become immediately due and payable. Further, Buyer shall be liable to pay VIAMEDIA as liquidated damages a sum equal to that which would have been payable to VIAMEDIA by Buyer under this Agreement for the cable casting of all the spots covered by this Agreement, less any amount which VIAMEDIA actually receives for the sale of the same time spots (net of all sale and other commissions payable by VIAMEDIA to employees or third parties for resale of such time spots.)
6. **MISCELLANEOUS:** This Agreement is subject to all federal, state and local laws and regulations, is not assignable without the prior written consent of VIAMEDIA, and shall be governed by the Internal laws of the State of Pennsylvania, without regard to the choice of law principles thereof. If during the term of this Agreement Agency ceases to be the advertising agency for the Advertiser, the rights and duties of Agency hereunder shall inure to the benefit of and be binding on such other advertising agency as may be designated by Advertiser by written notice to VIAMEDIA and which is acceptable to VIAMEDIA as to financial responsibility. Any waiver of rights resulting from breach of any provision of this Agreement shall not be deemed to constitute a waiver of rights resulting from any previous or succeeding breach of the same or any other provision. The Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and may not be modified except by an agreement in writing signed by the party against whom enforcement of the modification is sought. Viamedia's performance under this Agreement shall constitute its agreement to be bound by the terms hereof.

Sharon G. Kuhn 3/9/07

Lin. Kuhn 3/9/07

viamedia
BROADBAND ADVERTISING PARTNERS

ALL RATES QUOTED FOR 30 SPOTS
:16 SPOTS CHARGED :30 RATE UNLESS AIRED TOGETHER
OVERNIGHT RATES AVAILABLE BY REQUEST

[illegible]

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P.04

Verizon Fios

NEW YORK DMA



LOCAL SALES CONTACT

Bob Lion
Vice President/General Manager
212-643-7742
28 W. 22nd Street
New York, NY 10011
E-mail: bob@viamedia.com
Fax: 212-617-6900

TRAFFIC CONTACT

Patty Reid
888-677-9028
220 Lexington Green Circle Suite 200
Lexington, KY 40503
E-mail: patty@viamedia.com
Fax: 888-677-9001

READLINES

All orders must be received by local ASCOM no less than 48 hours prior to start of run schedule. Spot must be delivered to Lexington address by 10 AM the business day before start of run schedule.

SYSTEM SPEC
SYSCODE: 8003004

Type Bins: Bid 8P

SPECIAL PACKAGES AVAILABLE

0 NATIONAL FOOTBALL
0 NATIONAL BASKETBALL
0 MAJOR LEAGUE BASEBALL
0 NATIONAL HOCKEY
0 NASCAR
0 COLLEGE SPORTS

16 SPOTS CHANGED TO RATE UNLESS AIRED TOGETHER
OVERNIGHT RATES AVAILABLE BY REQUEST

DATE	STATION	PROGRAM	TIME	DAY	SPOTS	PRICE	DATE	STATION	PROGRAM	TIME	DAY	SPOTS	PRICE	DATE	STATION	PROGRAM	TIME	DAY	SPOTS	PRICE
10/1/08	ALE	ABC Family	7:00-7:30	MON	1	\$14	10/1/08	ALE	ABC Family	7:00-7:30	MON	1	\$14	10/1/08	ALE	ABC Family	7:00-7:30	MON	1	\$14
10/2/08	ALE	ABC Family	7:30-8:00	MON	1	\$14	10/2/08	ALE	ABC Family	7:30-8:00	MON	1	\$14	10/2/08	ALE	ABC Family	7:30-8:00	MON	1	\$14
10/3/08	ALE	ABC Family	8:00-8:30	MON	1	\$14	10/3/08	ALE	ABC Family	8:00-8:30	MON	1	\$14	10/3/08	ALE	ABC Family	8:00-8:30	MON	1	\$14
10/4/08	ALE	ABC Family	8:30-9:00	MON	1	\$14	10/4/08	ALE	ABC Family	8:30-9:00	MON	1	\$14	10/4/08	ALE	ABC Family	8:30-9:00	MON	1	\$14
10/5/08	ALE	ABC Family	9:00-9:30	MON	1	\$14	10/5/08	ALE	ABC Family	9:00-9:30	MON	1	\$14	10/5/08	ALE	ABC Family	9:00-9:30	MON	1	\$14
10/6/08	ALE	ABC Family	9:30-10:00	MON	1	\$14	10/6/08	ALE	ABC Family	9:30-10:00	MON	1	\$14	10/6/08	ALE	ABC Family	9:30-10:00	MON	1	\$14
10/7/08	ALE	ABC Family	10:00-10:30	MON	1	\$14	10/7/08	ALE	ABC Family	10:00-10:30	MON	1	\$14	10/7/08	ALE	ABC Family	10:00-10:30	MON	1	\$14
10/8/08	ALE	ABC Family	10:30-11:00	MON	1	\$14	10/8/08	ALE	ABC Family	10:30-11:00	MON	1	\$14	10/8/08	ALE	ABC Family	10:30-11:00	MON	1	\$14
10/9/08	ALE	ABC Family	11:00-11:30	MON	1	\$14	10/9/08	ALE	ABC Family	11:00-11:30	MON	1	\$14	10/9/08	ALE	ABC Family	11:00-11:30	MON	1	\$14
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10/12/08	ALE	ABC Family	12:30-1:00	MON	1	\$14	10/12/08	ALE	ABC Family	12:30-1:00	MON	1	\$14	10/12/08	ALE	ABC Family	12:30-1:00	MON	1	\$14
10/13/08	ALE	ABC Family	1:00-1:30	MON	1	\$14	10/13/08	ALE	ABC Family	1:00-1:30	MON	1	\$14	10/13/08	ALE	ABC Family	1:00-1:30	MON	1	\$14
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10/16/08	ALE	ABC Family	2:30-3:00	MON	1	\$14	10/16/08	ALE	ABC Family	2:30-3:00	MON	1	\$14	10/16/08	ALE	ABC Family	2:30-3:00	MON	1	\$14
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11/24/08	ALE	ABC Family	10:00-10:30	MON	1	\$14	11/24/08	ALE	ABC Family	10:00-10:30	MON	1	\$14	11/24/08	ALE	ABC Family	10:00-10:30	MON	1	\$14
11/25/08	ALE	ABC Family	10:30-11:00	MON	1	\$14	11/25/08	ALE	ABC Family	10:30-11:00	MON	1	\$14	11/25/08	ALE	ABC Family	10:30-11:00	MON	1	\$14
11/26/08	ALE	ABC Family	11:00-11:30	MON	1	\$14	11/26/08	ALE	ABC Family	11:00-11:30	MON	1	\$14	11/26/08	ALE	ABC Family	11:00-11:30	MON	1	\$14
11/27/08	ALE	ABC Family	11:30-12:00	MON	1	\$14	11/27/08	ALE	ABC Family	11:30-12:00	MON	1	\$14	11/27/08	ALE	ABC Family	11:30-12:00	MON	1	\$14
11/28/08	ALE	ABC Family	12:00-12:30	MON	1	\$14	11/28/08	ALE	ABC Family	12:00-12:30	MON	1	\$14	11/28/08	ALE	ABC Family	12:00-12:30	MON	1	\$14
11/29/08	ALE	ABC Family	12:30-1:00	MON	1	\$14	11/29/08	ALE	ABC Family	12:30-1:00	MON	1	\$14	11/29/08	ALE	ABC Family	12:30-1:00	MON	1	\$14
11/30/08	ALE	ABC Family	1:00-1:30	MON	1	\$14	11/30/08	ALE	ABC Family	1:00-1:30	MON	1	\$14	11/30/08	ALE	ABC Family	1:00-1:30	MON	1	\$14
12/1/08	ALE	ABC Family	1:30-2:00	MON	1	\$14	12/1/08	ALE	ABC Family	1:30-2:00	MON	1	\$14	12/1/08	ALE	ABC Family	1:30-2:00	MON	1	\$14
12/2/08	ALE	ABC Family	2:00-2:30	MON	1	\$14	12/2/08	ALE	ABC Family	2:00-2:30	MON	1	\$14	12/2/08	ALE	ABC Family	2:00-2:30	MON	1	\$14
12/3/08	ALE	ABC Family	2:30-3:00	MON	1	\$14	12/3/08	ALE	ABC Family	2:30-3:00	MON	1	\$14	12/3/08	ALE	ABC Family	2:30-3:00	MON	1	\$14
12/4/08	ALE	ABC Family	3:00-3:30	MON	1	\$14	12/4/08	ALE	ABC Family	3:00-3:30	MON	1	\$14	12/4/08	ALE	ABC Family	3:00-3:30	MON	1	

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DEADLINE

All entries must be received by local AEO offices no less than 48 hours prior to start of run schedule. Good must be returned to lending address by 10 AM the business day before start of run schedule.

SYMBOL REFERENCE
SYSCODE: 800249004

Type 81mm: Ball BP

SPECIAL PACKAGES AVAILABLE

- NATIONAL FOOTBALL
- NATIONAL BASKETBALL
- MAJOR LEAGUE BASEBALL
- NATIONAL HOCKEY LEAGUE
- NASCAR
- COLLEGE SPORTS

OVERNIGHT RATES AVAILABLE BY REQUEST
:16 SPOTS CHANGED TO RATE UNLESS AINED TOGETHER

[illegible]